

# Bid 10-2021 Addendum 2 Brownfields Development, LLC Supplier Response

### **Event Information**

Number: Bid 10-2021 Addendum 2

Title: Mowing for Environmental Services

Type: Competitive Bid

Issue Date: 2/4/2021

Deadline: 3/2/2021 02:00 PM (ET)

#### **Contact Information**

Contact: Kristie Thomas Address: Central Purchasing

Government Center Building

Room 338

200 East Main Street Lexington, KY 40507

Phone: (859) 2583320 Fax: (859) 2583322

Email: kthomas@lexingtonky.gov

# **Brownfields Development, LLC Information**

Address: P.O. Box 426

Prospect, KY 40059

Phone: (502) 741-3805

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Richard Bascom	rbascom@brownfieldsenv.com
Signature	Email
Submitted at 3/2/2021 12:40:21 PM	

## **Response Attachments**

# **Bid#10-2021 Mowing for Environmental Services.pdf**

Bid response from Brownfields Development LLC





March 2, 2021

Env.2021.426

Division of Purchasing 200 East Main Street Room 338 Lexington, Kentucky 40507

Subject: Bid #10-2021 Mowing for Environmental Services

#### Dear Sir/Madam,

This submittal is provided in response to the solicitation referenced above. Brownfields is a nationally certified woman-owned business enterprise (WBE) offering a wide range of services on construction, maintenance and environmental projects. A copy of our NWBOC certificate is attached. Our firm has a 20-year history of delivering innovative, economical solutions to the challenges of industry, municipalities, and the federal government.

Company Information	
Name	Brownfields Development, LLC
Corporate Address	P.O. Box 426, Prospect, KY 40059
Contact	Richard Bascom
Contact Number	502-974-2240
Lexington Business Occupational License	15058968
Specialty Contractor Registration	18288
Website	www.brownfieldsenv.com

Delivering client success demands more than a comprehensive array of skills and construction services. Providing real depth of service requires a broad range of expertise and resources which can be focused on any project in a very short timeframe. Our deliberate approach ensures the most qualified technical, management, and construction specialists for each project are individually selected for their unique skill sets to contribute to the success of a project. We focus on solutions that meet our clients' strategic and business goals. We strive to understand our clients' full complement of needs including the range of their project and financial parameters. With these considerations in mind, we craft defensible and permanent solutions by directing our efforts throughout the project to our clients' key issues and desired end result.

# **Past Performance & Experience**

We have successfully completed mowing, landscaping and maintenance services at

multiple facilities throughout the region for federal agencies, state and local governments, industry and private clients. Brownfields has more than 20 years of construction and facility/grounds maintenance experience throughout Kentucky, including the Lexington Fayette Urban County Government (LFUCG). Following are summaries describing ongoing projects or recently completed projects with similar size and scope with the LFUCG. References, including contact information, are included with each project summary. Additional references are provided in Section F2 (References With Past Work Experience Submittal Form).

Mowing for Haley Pike Landfill, LFUCG, Lexington, Kentucky

Project Information								
Project Type	Maintenance and Mowing (On-going)							
Location	Haley Pike Landfill, Lexington, Kentucky							
Description	Mowing & Trimming (480 Acres)							
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>Trim &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> </ul>							
Date	2017 to Present							
Owner/Client	Lexington Fayette Urban County Government							
Contact	Richard Boone Division of Waste Management LFUCG Office - (859) 519-5981 rboone@lexingtonky.gov							
	James McCarty Division of Waste Management LFUCG Office - (859) 539-3859 jmcarty2@lexingtonky.gov							

Road, Land and Stream Cleanup, LFUCG, Lexington, Kentucky

Project Information							
Project Type	Maintenance and Mowing (On-going)						
Location	Lexington, Kentucky						
Description	Road, Land and Stream Cleanup (Rockwell & Hedger Lane ROW)						

Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Trim &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> </ul>					
Date	2018 to Present					
Owner/Client	Lexington Fayette Urban County Government					
Contact	John Day Division of Environmental Services LFUCG Office - (859) 229-1048 iday4@lexingtonky.gov  Susan Pleuger Division of Environmental Services LFUCG Office - (859) 425-2888 splueger@lexingtonky.gov					

Mowing for Parks and Recreation, LFUCG, Lexington, Kentucky

Project Information							
Project Type	Maintenance and Mowing (On-going)						
Location	Downtown District & Northbase B District Parks, Bush Hogging, Lexington, Kentucky						
Description	Mowing & Trimming (88.27 Acres)						
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>Trim &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> </ul>						
Date	2019 to Present						
Owner/Client	Lexington Fayette Urban County Government						
Contact	Kevin Kewin Public Service Supervisor Parks and Recreation LFUCG Office - (859) 983-4759 kkewin@lexingtonky.gov						

# **Project Methodology & Capacity**

Proper planning of field activities and communication will occur to ensure that the required resources are available to implement the scope of work and accomplish the project's objectives. We have developed a Standard Operating Procedure (SOP) which describes the requirements and procedures that must be followed by the Project Manager (PM) and assigned field staff to properly prepare for field activities. The Project Manager is ultimately responsible for the proper planning, implementation and successful completion of the project.

## Health and Safety

The expectation of our management and our clients is that we operate in a manner that protects our employees, property, and reputation as well as the assets of our clients. Whether they involve harm to people or the environment, damage to property, or loss of a process, accidents are costly and can have a significant impact to our employees, subcontractors, clients and public image, as well as project cost and schedule.

Brownfields maintains a continually improving integrated safety and risk management program so that we can safely deliver leading edge construction and business solutions to efficiently and effectively meet the needs of our clients. The result of our efforts is that we not only have safe and healthy employees, but our accident costs and loss history are substantially better than our industry at large. Our goal is not just to have safety with projects, or safety and projects, but to have **safe projects**.

To accomplish our goal, we have fully embraced the concept of Integrated Safety Management (ISM). For us, ISM is the integration of safety into all aspects of work planning and execution, and is an essential part of project accomplishment. ISM is an integral part of the definition, planning, engineering, analyses, budgeting, approval, and execution of work from beginning to end for all of our employees and subcontractors.

Brownfields has a comprehensive health and safety program which has been developed to meet or exceed federal and state OSHA requirements as well as other applicable regulatory standards. Employees are required to read the written safety program as part of new hire orientation.

Project Specific Health and Safety

Employees and subcontractors address project safety throughout the duration of each work task or project. Pre-project meetings include safety planning and site-specific Health and Safety Plans. The purpose of each Safety Plan is to identify and reduce potential hazards associated with site operations. Each Safety Plan outlines potential hazards associated with performing field work and the measures for minimizing the risks associated with those hazards. Each Safety Plan is reviewed and approved by the Project Manager and the designated Site Safety Officer. Employees involved with the project are required to review, discuss areas of potential concern, and sign the Health and Safety Plan prior to commencement of work. Employees perform a safety start-up meeting at the project site on the first day of the project. Employees perform a safety tool box or safety minute meeting every morning prior to work commencement. Inspections are

performed as required and/or as necessary. New employees and/or visitors are not allowed to participate in field-related activities until receiving a proper level of safety training.

The Team has an internal reporting procedure and utilizes phone contact to ensure the fastest notification of incidents, including close calls and notices of unsafe conditions. All employees have been trained on the importance of reporting all potential safety concerns. As a result, close call and unsafe condition reporting has increased for the company, significantly contributing to the reduction in both OSHA recordable cases and insurance dollars spent. Incident investigations pertaining to our work or employees are thorough, and corrective actions are implemented as soon as possible. Any unsafe conditions due to our actions or directly effecting our employees' working environment are documented are corrected immediately or work ceases until conditions can be corrected.

Employees and managers are encouraged and provided with materials to regularly discuss safety in staff meetings. All employees and contractors are strongly encouraged to practice safety with all project and office activities as well as personal and home activities. Safety is part of our culture and we recognize that our most valuable resource is our employees.

#### Traffic Control Measures

Temporary Traffic Control (TTC) measures will be employed when conducting maintenance and construction on paved and unpaved roadways. Typical maintenance activities include grading and removing debris from ditches, while typical construction activities include resurfacing and reconstruction.

Traffic control equipment (ex. work vehicle lights, cones, lighted barricades, lighted roadwork signs, detour signs, road closed signs, and directional) will be employed when working in the right-of-ways and on roadways. The TTC used during this project will conform with MUTCD standards. Work zones requiring TTC will be established with the following four distinctive requirements:

- Advance Warning Area The advance warning area tells road users what to expect. TTC may be a single sign, a series of signs, or high-intensity rotating, flashing, oscillating, or strobe lights on a work vehicle. In a short-duration operation on a low-volume, unpaved road with adequate sight distance in both directions, in which neither the work nor the traveling public creates dust clouds obscuring the work area, sufficient advance warning may be achieved with the high-intensity lights on a work vehicle. Conversely, a work operation that is not clearly visible to the traveling public and requires motorists to modify their path may require the full series of advance warning signs.
- Transition Area Redirects road users out of the normal path. Light grading operations with sufficient sight distances in both directions, in which neither the work nor the traveling public creates dust clouds, may rely on high-intensity flashing lights to indicate a need for approaching motorists to leave the normal travel path. By contrast, in operations where sight distances are limited and where motorists must leave the normal travel path for significant distances, a full series

of channelizing devices may be needed to delineate where motorists must leave the lane. Typically, these types of operations will also require flaggers or other means of alternating one-way lanes around the work area. This TTC may need to be installed a significant distance from the workers and equipment. Flaggers, when needed, will be properly trained and equipped with a stop-slow paddle.

- Activity Area The activity area is where the work task takes place. As with paved roadways, unpaved roadways may require a number of spot maintenance activities including drainage repair and replacement, approach grading, and sign repair and replacement. For these activities, the TTC and the Traffic Control Plan (TCP) on paved and unpaved roads are interchangeable. An activity unique to unpaved roads is the process of reshaping the road surface. This is accomplished using a motor grader/ maintainer to cut the gravel surface and remove material from the surface, place the material into a berm or windrow, and then spread the material across the full width of the unpaved road.
- Termination Area The termination area informs the traveling public of the end of the work zone, where motorists return to the normal driving path. As most unpaved roads are two-lane, two-way, and low-volume, the termination area will be established occasionally as needed for local conditions.

## **Key Personnel & Equipment**

We understand the importance of keeping any project on schedule and as such, we have evaluated our staff's current availability. The most experienced staff is only effective if it is available. We know that successful project delivery is the key ingredient to maintaining our solid reputation and we don't sacrifice our ability to provide high quality services by taking on too much work. Quality is the priority and we carefully control our volume of work to maintain that priority and meet the schedule commitments of the projects we undertake. Our Team utilizes a detailed forecasting system to manage the staffing of our projects and we have utilized this system to evaluate the availability of key staff for this project. During execution of project work, weekly staff meetings are held in which work is scheduled in advance on a master schedule. This ensures that appropriate staff are available to meet client needs and project schedules.

Our Team's past performance record demonstrates that we can successfully complete multiple task orders simultaneously. On a routine basis with our current and our previous contracts, it is not unusual for us to manage multiple simultaneous task orders with similar performance schedules. We achieved this high level of performance with dedicated project managers and project teams committed to each task order allowing us to handle all task orders efficiently and effectively.

The management approach presented in this section is structured to consistently provide quality service that will achieve three major objectives:

- Complete assigned work tasks in a workman-like manner.
- Meet all interim project milestones and the overall schedule.
- Finish the project tasks on or under budget.

The first step in successful project management is the right organization, and the central

figure in any project organization is the Project Manager. For this project we are fortunate to offer one of our most experienced managers, Richard Bascom, to fill this role. Richard is very experienced in working with various city, state and Federal agencies. Richard will also be the designated Field Superintendent and single point-of-contact (POC) for tasks assigned under this contract.

**Richard Bascom – Field Superintendent/POC.** Richard possesses over 30 years of experience managing and implementing construction and maintenance projects. Areas of expertise include industrial facility maintenance, demolition of industrial facilities, pipeline installation, construction management, underground storage tank management, and large-scale excavation projects. In addition to the Field Superintendent, we anticipate using multiple laborers and equipment operators to complete the work tasks associated with this project. A summary of our proposed Field Superintendent and Equipment Operators is provided below. We have access to a full-service staff of construction and support personnel. Additional resources will be provided from other locations as needed.

#### Richard Bascom

Assignment

Project Manager/Field Superintendent

Education

B.S., Geology, Eastern Kentucky University

Professional Geologist, Kentucky

Training

OSHA 40 Hour HAZWOPER

Construction Supervisor

First Aid / CPR

Experience

30 years

Relevant Expertise

- Large-Scale Mowing Contracts
- Tree Removal & Site Preparation
- Facility Maintenance

#### Forrest Stevens

**Assignment** 

Supervisor

Training

Construction Supervisor

Experience

10 years

Relevant Expertise

- Commercial/Industrial Mowing
- Excavation
- General Construction
- Site Preparation
- Facility Maintenance
- Tree Removal

#### **Dustin Smith**

**Assignment** 

Supervisor

Training

Construction Supervisor

Experience

15 years

Relevant Expertise

- Commercial/Industrial Mowing
- General Construction
- Excavation
- Site Preparation
- Tree Removal
- Facility Maintenance

Brownfields typically employs up to ten seasonal or part time employees during the mowing season. The seasonal or part time employees are trained in the proper and safe use of power equipment including zero turn mowers, tractors with bush hog attachments, string trimmers, chain saws, edgers, etc. In addition, all workers are trained in the proper use and implementation of traffic control safety measures.

#### Equipment

A list of equipment available for use on this contract is provided in Section F4 (Equipment Submittal Form). This equipment includes zero turn mowers, high slope mowers, batwing finish mowers, tractors/batwing mowers, blowers, trimmers, edgers, and more.

In addition, Brownfields maintains active accounts with most of the major equipment rental companies throughout the state. These include Sunbelt, Art's Rental, United

LFUCG March 2, 2021 Page 8 of 9

Rental, HERC and Wayne Supply. Equipment will be pulled from either our yard or the rental location nearest the work site. Brownfields will work with the LFUCG to identify locations in Lexington that would be advantageous for storing equipment and materials frequently needed. Temporary storage areas will help to reduce mobilization costs and promote more timely response times.

# MBE Participation

As a woman-owned business enterprise, Brownfields supports initiatives of local and state government, we endeavor to incorporate MBE and WBE participation goals in our contracting opportunities. Brownfields has a long history of partnering with disadvantaged businesses by providing opportunities to expand their business boundaries where opportunities are available.

#### Affirmative Action Plan

Brownfields will administer its personnel policies and conduct its employment practices in a manner that treats each employee and applicant for employment on the basis of merit and experience, without regard to race, color, religion, sex, national origin, age, physical disabilities, or veteran status. Brownfields expressly prohibits any form of discrimination based on race, color, religion, sex, national origin, age, sexual orientation, disability, status as a Vietnam-era or special disabled veteran, or status in any group protected by state or local law. Brownfields also complies with applicable state and local laws governing non-discrimination in employment in every location in which the company performs work. To ensure compliance, Brownfields includes this information in its employee handbook (each employee receives a copy), as well as in its new employee orientation program, its supervisory/management training, and in other related company communications.

Our insurance coverages meet or exceed the requirement of this RFB. A copy of the certificate of insurance naming the LFUCG as an additional insured is attached.

Again, we thank you for the opportunity to respond to this solicitation. We would very much like to assist the LFUCG on this project and we believe that our technical expertise and proven track record qualifies us to complete this project within the requirements outlined by the RFB. Should you have any questions or need additional information, please feel free to call Richard Bascom at (502) 974-2240 or contact him by email at rbascom@brownfieldsenv.com.

Sincerely, Brownfields

Richard B. Bascom, P.G. Project Manager

**Attachments** 

LFUCG March 2, 2021 Page 9 of 9

- NWBOC Certificate
- Certificate of Insurance

File: Bascom.2021.426.LFUCG.10-2021





RCW21049

CERTIFICATION NUMBER

O1/14/22
EXPIRATION DATE

Certifies that:

# **Brownfields Development, LLC**

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

541620, 562910, 238910, 238990, 115310, 237110, 541330, 541380, 561611, 541618

NAICS Code(s)

01/15/21

Date

PHYLLIS HILL SLATER Board Chair, NWBOC

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602



# **MCOWAN**

500,000

240,000

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	DUCE	ER Nax, Inc.					Melissa (		FAX	/F0C\	470 4000
220	nsuramax, Inc. 2200 Greene Way Louisville, KY 40220 PHONE (A/C, No, Ext): (502) 479-4022 FAX (A/C, No): (502)						4/9-4023				
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INSU	RED	Brownfields Development I	I C &				B:KEMI				10320
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		P O Box 426			INS	SURER	D:				
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Α	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR			G71781690002		2/2/2021	2/2/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	X	Contractor Pollution							MED EXP (Any one person)	\$	5,000
	X	Professional							PERSONAL & ADV INJURY	\$	2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- LOC							PRODUCTS - COMP/OP AGO	3 \$	2,000,000
		OTHER:								\$	
Α	AUT	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			G71781690002		2/2/2021	2/2/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider	nt) \$	
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		DED RETENTION \$								\$	
В	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
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	(Man	ndatory in NH)	' l l						E.L. DISEASE - EA EMPLOYI	EE \$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is additional insured with respects to general liability when required by contract.

S 2096724

CERTIFICATE HOLDER	CANCELLATION

Lexington Fayette Co. Urban Government 200 E. Main Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Rented/leased

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

AUTHORIZED REPRESENTATIVE

2/25/2021

2/25/2022

If yes, describe under DESCRIPTION OF OPERATIONS below

**Equipment Floater** 



TODD SLATIN DIRECTOR CENTRAL PURCHASING

#### ADDENDUM #1

Bid Number: #10-2021

Date: February 16, 2021

Subject: Mowing for Environmental Services

Address inquiries to: Kristie Thomas

(859) 258-3320

## TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Ionwave Question:

Can you provide Bid Tabulation from last time this was out for bid?

Bid Tabulation attached.

Todd Slatin, Director

Inda Sto

Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

SIGNATURE OF BIDDER:



TODD SLATIN DIRECTOR CENTRAL PURCHASING

#### **ADDENDUM #2**

Bid Number: #10-2021

Date: February 23, 2021

Subject: Mowing for Environmental Services

Address inquiries to: Kristie Thomas (859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Mowing area for the South package has been revised. Omit from Bid Package: South on Specifications page 32, Line ID 12, ROW Buckhorn Dr. decreasing South Roads total to 91.7 and Bid Package South Total Acreage to 109.3. Revised map attached.

Todd Slatin, Director

Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.,

COMPANY NAME:

ADDRESS:

SIGNATURE OF BIDDER:



# **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central	Purchasing	Date of	of Issue: February 4, 2021
IN	IVITATIO	N TO BID #10-2021 Mowing for Environment	al Services
Bid Opening Date: Address:	February 200 East N	<b>Bid Opening Time: 2:00 PM</b> lain Street, 3 <sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507	
Type of Bid:	Price Cont	ract	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Tir	me: N/A
Sealed bids will be rementioned date and ti	eceived via Io	n Wave, until <b>2:00 PM</b> , prevailing local time on <b>2/25/2021</b> . Bid	ls must be <u>received</u> by the above
		Ion Wave <a href="https://lexingtonky.ionwave.net">https://lexingtonky.ionwave.net</a>	
The Lexington-Fayette	e Urban Cour	y Government assumes no responsibility for bids that are not delivere ipping, handling and associated fees to the point of delivery located at	d as indicated above. All bids mus
be signed. Dids are to	meidde dir s	ipping, handling and associated rees to the point of delivery located at	t various Locations, Lexington, K
Bid Specific	ations Met _	Check One: Exceptions to Bid Specifications. Exceptions shall be itemized and attached to bid proposal submittee	Proposed Delivery:  1 O days after acceptance of bid.
Procurement Card and services and also	<b>Usage</b> —Thoto to make pa	Lexington-Fayette Urban County Government may be using Procuren ments. Will you accept Procurement Cards?	
Sub	omitted by:	Brownfields Development	LLC
		P.O. Box 426	· 
		Appliess 1000 Dert Ky 40059	
		City, State Zip	
Bid must E	- (	2 Member	
(original sign	nature)	Signature of Authorized Company Representative - Ti	tle
		Kichard Bascom	
		Representative's Name (Typed or printed) 502-974-2240	
		Area Code - Phone - Extension Fax #	
		rbascome brownfieldsen	1. CON

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

E-Mail Address

	AFFIDAVIT
per	Comes the Affiant, Richard Bascom, and after being first duly sworn under penalty of jury as follows:
1.	His/her name is Richard Bascom and he/she is the individual submitting the bid or is the authorized representative of Brownfields Development, LLC
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
STA	ATE OF Bentucky
CO	UNTY OF
bv	The foregoing instrument was subscribed, sworn to and acknowledged before me
of	Maran 2021
of _	My Commission expires: 17 12 7071  My Commission Expires on Dec. 12, 2021  NOTARY PUBLIC, STATE AT LARGE
Ple	ase refer to Section II. Bid Conditions, Item "U" prior to completing this form.

#### I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="https://www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="https://www.energystar.gov">non-compliant</a>.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

#### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

#### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes \_\_\_\_\_ No\_\_\_\_

#### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will
  not be considered.
- J. Bids that are not submitted via Ion Wave will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

#### The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

#### KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45,560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review,
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

#### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>2</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>(2)1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
  - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

#### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### **Bidders**

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age. Fields Development, uc

Signature

#### GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to

- termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

3/2/21

WORKFORCE ANALYSIS FORM

Name of Organization: Brown Fields Development, LLC

Categories	Total	(N His	hite Not pani or tino)	Hisp C Lat	or	Afric Ame (N Hisp	ck or can- crican lot canic atino	Haw Ot Pac Islai (N Hisp	tive raiian her cific nder lot panic atino	Asi (N Hisp c c Lati	ot pani or	India Alas Na (n Hisp	rican an or skan tive oot panic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators			1														1
Professionals			١													1	1
Superintendents																	
Supervisors																1	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc		5														5	
Total:		7	2													7	2

Prepared by:	Member	Date: 3,2,21	
(Name and Title)	•	Revis	ed 2015-Dec-15

## DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov



LFUCG MWDBE PARTICIPATI	ON FORM
Bid/RFP/Quote Reference #	0-2021

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.** 

MWDRE Common N	MDE	W 1 1 D C 1	T . 15 #	0/77 1 077 1
MWDBE Company, Name,	MBE	Work to be Performed	Total Dollar	% Value of Total
Address, Phone, Email	WBE or		Value of the	Contract
	DBE		Work	
Brownfields Developme Richard Bascom P.O. Box 426 Prospect, 14 40059 502-974-2240 21 bascomebrownfields	N-111			
Die bood Boscova	11 44			
RICHARD CASON				/ /
P.O. 100 X 426	MRF	AII		1000/
Prospect, KY 40059	1000	A C		100%
502-974-2240				
2 mbassage and a so Cald	001			
-1 Justime Brown Fields	env. com			
3.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Brownfields	Development, me
Company	Company Representative Zichard Bastom
3/2/21	Member
Date	Title



LFUCG MWDBE PARTICIPAT	ION FORM
LFUCG MWDBE PARTICIPAT Bid/RFP/Quote Reference #	10-2021

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure** to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Brownfields Development, LLC	Company Representative Richard Basism
$\frac{3/2/21}{Date}$	Member



# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 10-2021

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Brownfields [	Developmentuc Developmentuc
Company	Company Representative Richard Basum
3/2/21	Member
Date	Title



Bid/RFP/Quo			-202	. ]				
The undersigne submit a quote		-						lid
Brownfie	lds De	relopme	H, LLC	Contact Per	son Rich	and Basi	OM	
Brownfiel Address/Phone/ P.O. BOX4. 502-974- Thaswall	Email 26, Proy 2240 Drownfi	ect, Ky cldsenv	40059 . COM	Bid Package	e / Bid Date	2/25/	1202	
MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)		Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
	2		71.00					
(MBE desigr NA= Native	nation / AA: American)	=African Am	erican / HA	= Hispanic A	American/AS = A	Asian American/	Pacific Isla	ander/
The undersign contract and/o	ed acknowle or be subject	dges that all in to applicable !	formation is Federal and S	accurate. Any tate laws cond	misrepresentation	n may result in ter nents and claims.	mination of	the
Brownfi	elds D	evelop	nent. L	c (	OM		10	
Company 2/	2/21			Com	pany Representati	, -, -,	70 Lous	,com
Date	161	***		Title	Viembe	r	_	



#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10° o goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

1 Toject I valle, v	Contract #			Work Period/	From:		To:
Company Name	:			Address:			
Federal Tax ID:				Contact Person	n:		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	ed this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
By the signature b	tions set forth l	below is true.	Any miss	representations n	that the informa	termination of	t, and that each

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 10 - 202

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

	Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
	Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
	Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
	Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
	Otherany other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.
	NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.
The undersign of the contract of the Company  Company  Date	ded acknowledges that all information is accurate. Any inscrepresentations may result in termination and/or be subject to applicable Federal and State laws concerning false statements and claims.    ds Development, UC

#### F. BIDDER SUBMITTAL FORMS

- F.1 Cost of Service Submittal Form
- F.2 References and Past Work Experience with LFUCG Submittal Form
- F.3 Qualifications and Staffing Submittal Form
- F.4 Equipment Submittal Form

# F.1 COST OF SERVICE SUBMITTAL FORM

# ENVIRONMENTAL SERVICES TURF MOWING BID

CONTRACTOR NAME: Brownfields Development, LLC

#### \*\* ROUND BIDS TO THE NEAREST DOLLAR.

	BID PACKAGE	\$/ACRE FOR A SINGLE MOW**
1.	Man O War	<u>\$72.82</u>
2.	New Circle	<u>\$263.16</u>
3.	Citation - Iron Works	<u>\$56.11</u>
4.	North	<u>\$74.93</u>
5.	Northeast	<u>\$74.77</u>
6.	East	<u>\$70.61</u>
7.	West	<u>\$67.31</u>
8.	South	<u>\$72.93</u>
9.	Southwest	<u>\$78.59</u>

## F.2 REFERENCES WITH PAST WORK EXPERIENCE SUBMITTAL FORM

contractor name: Brownfields Development, LLC

List 10 REFERENCES (Include LFUCG if a past client. If you worked for more than one division you can include each division as a separate reference.)

Use multiple pages as necessary.

For each reference - include:

- a. Customer Name
- b. Best Contact Name
- c. Phone Number and/or Email
- d. Years working for that customer (e.g. 2019-2020)
- e. Approximate # of acres that were under that contract

#### ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE

## **Past Performance & Experience**

We have successfully completed mowing, landscaping and maintenance services at multiple facilities throughout the region for federal agencies, state and local governments, industry and private clients. Brownfields has more than 20 years of construction and facility/grounds maintenance experience throughout Kentucky, including the Lexington Fayette Urban County Government (LFUCG). Following are summaries describing ongoing projects or recently completed projects of similar size and scope. References, including contact information, are included with each project summary.

Mowing for Haley Pike Landfill, LFUCG, Lexington, Kentucky

	Project Information
Project Type	Maintenance and Mowing (On-going)
Location	Haley Pike Landfill, Lexington, Kentucky
Description	Mowing & Trimming (480 Acres)
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>String Trimming &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> </ul>
Date	2017 to Present
Owner/Client	Lexington Fayette Urban County Government
Contact	Richard Boone Division of Waste Management LFUCG Office - (859) 519-5981 rboone@lexingtonky.gov
	James McCarty Division of Waste Management LFUCG Office - (859) 539-3859 jmcarty2@lexingtonky.gov

Road, Land and Stream Cleanup, LFUCG, Lexington, Kentucky

Project Information	
Project Type	Maintenance and Mowing (On-going)
Location	Lexington, Kentucky
Description	Road, Land and Stream Cleanup (Rockwell & Hedger Lane ROW)

Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>String Trimming &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> </ul>
Date	2018 to Present
Owner/Client	Lexington Fayette Urban County Government
Contact	John Day Division of Environmental Services LFUCG Office - (859) 229-1048 jday4@lexingtonky.gov  Susan Pleuger Division of Environmental Services LFUCG Office - (859) 425-2888 splueger@lexingtonky.gov

Mowing for Parks and Recreation, LFUCG, Lexington, Kentucky

	Project Information
Project Type	Maintenance and Mowing (On-going)
Location	Downtown District & Northbase B District Parks, Bush Hogging, Lexington, Kentucky
Description	Mowing & Trimming (88.27 Acres)
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Mowing With Multiple Tractors &amp; Batwing Mowers</li> <li>String Trimming &amp; Edging</li> <li>Limb Removal, If Required</li> </ul>
Date	2019 to Present
Owner/Client	Lexington Fayette Urban County Government
Contact	Kevin Kewin Public Service Supervisor Parks and Recreation LFUCG Office - (859) 983-4759 kkewin@lexingtonky.gov

# Mowing Services, Department of Parks, Commonwealth of Kentucky

Project Information	
Project Type	Parks Mowing – General Butler State Park
Location	Carrollton, Kentucky
Description	Mowing and Trimming Services (123.7 Acres)
Work Tasks	<ul> <li>Equipment Mobilization</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Mowing With High Slope Mowers</li> <li>Tractors &amp; Batwing Mowers</li> <li>String Trimming &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> <li>Herbicide Spraying</li> </ul>
Date	2019 - 2020
Owner/Client	Commonwealth of Kentucky
Contact	Susan Spears General Butler State Park Commonwealth of Kentucky Office - (502) 732-1135 Susan.spears@ky.gov  Brian Wilson Commonwealth of Kentucky
	Office - (502) 525-1970 <u>Brian.wilson@ky.gov</u>

CERCLA Groundskeeping, United States Department of the Interior, Marion, Illinois

Project Information	
Project Type  Location	CERCLA Project Groundskeeping (On-going)  Marion, Illinois
Description Work Tasks	<ul> <li>Mowing and Clearing Services (60 Acres)</li> <li>Equipment Mobilization</li> <li>Mowing With High Slope Mowers</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Tractors &amp; Batwing Mowers</li> <li>String Trimming &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> <li>Road Clearing</li> </ul>
Date	2020 to Present

Owner/Client	United States Fish & Wildlife Service
Contact	Chuck Beasley Groundwater Remediation & Restoration Specialist Crab Orchard National Wildlife Refuge Office - (618) 889-6282 Chuck beasley@fws.gov

# Thoroughbred Disposal Landfill, Lexington, Kentucky

Project Information	
Project Type	ROW Mowing
Location	Lexington, Kentucky
Description	Mowing ROW to Landfill
Work Tasks	<ul><li>Equipment Mobilization</li><li>Mowing with Tractors &amp; Batwing Mowers</li></ul>
Date	2017 to 2021
Owner/Client	Waste Services of the Bluegrass
Contact	John Elkins Landfill Manager Office - (859) 258-2301 johnelkins@ckylandfill.com

# Commercial & Industrial Mowing, Louisville Metro, Kentucky

Project Information	
Project Type	Mowing and Trimming (On-going)
Location	Louisville Metro Area
Description	Commercial Mowing (22 Acres)
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing with Multiple Zero Turn Mowers</li> <li>Tractors &amp; Bush Hogs</li> <li>String Trimming</li> <li>Brush Removal &amp; Clearing</li> <li>Site Restoration (Seeding, Straw Cover, etc.)</li> </ul>
Owner/Client	Jim Whitlock
Contact	Jim Whitlock Louisville, Kentucky Office - (502) 648-5332

	Whitlocksrok@aol.com	
Date	2016 to Present	

Facility Maintenance & Remediation, United States Department of the Interior, Marion, Illinois

	Project Information
Project Type	Construction & Maintenance
Location	Marion, Illinois
Description	SAFR Closures
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing &amp; Site Preparation</li> <li>Degrubbing &amp; Brush Removal</li> <li>Excavation</li> <li>Erosion Controls</li> <li>Mechanical Soil Sieving</li> <li>Backfilling</li> <li>Slope Stabilization</li> <li>Site Grading</li> <li>Site Restoration (Seeding, Straw Cover, etc.)</li> </ul>
Owner/Client	United States Department of the Interior
Contact	Mike Brickley, Division of Engineering 5600 American Blvd. West, Bloomington, MN 55437 Office - (612) 713-5258 mike_brickley@fws.gov
Date of Completion	December 2018

Facility Maintenance & Remediation, United States Department of the Interior, Chautauqua, Illinois

Project Information	
Project Type	Construction & Maintenance
Location	Chautauqua, Illinois
Description	SAFR Closures
Work Tasks	<ul> <li>Heavy Equipment Mobilization</li> <li>Mowing &amp; Site Preparation</li> <li>Degrubbing &amp; Brush Removal</li> <li>Excavation</li> <li>Erosion Controls</li> <li>Mechanical Soil Sieving</li> </ul>

	<ul> <li>Backfilling</li> <li>Slope Stabilization</li> <li>Site Grading</li> <li>Site Restoration (Seeding, Straw Cover, etc.)</li> </ul>		
Owner/Client	United States Department of the Interior		
Contact	Mike Brickley, Division of Engineering 5600 American Blvd. West, Bloomington, MN 55437 Office - (612) 713-5258 mike brickley@fws.gov		
Date of Completion	December 2018		

Crab Orchard National Wildlife Refuge, United States Department of the Interior, Marion, Illinois

Project Information				
Project Type	Crab Orchard National Wildlife Refuge			
Location	Marion, Illinois			
Description Work Tasks	<ul> <li>Mowing and Clearing Services (45 Acres)</li> <li>Equipment Mobilization</li> <li>Mowing With High Slope Mowers</li> <li>Mowing With Multiple Zero Turn Mowers</li> <li>Tractors &amp; Batwing Mowers</li> <li>String Trimming &amp; Brush Cutting</li> <li>Limb Removal, If Required</li> <li>Road Clearing</li> </ul>			
Date	2018 to 2019			
Owner/Client	United States Fish & Wildlife Service			
Contact	Chuck Beasley Groundwater Remediation & Restoration Specialist Crab Orchard National Wildlife Refuge Office - (618) 889-6282 Chuck beasley@fws.gov			

Mowing, Gossett Hill Farm, Sharpsburg, Kentucky

Project Information				
Project Type	Mowing			
Location	Sharpsburg, Kentucky			
Description	Farm Mowing (65 Acres)			

Work Tasks • Heavy Equipment Mobilization

Mowing With Multiple Tractors & Batwing

Mowers

Trimming & Brush Cutting

• Limb Removal, If Required

Owner/Client Gossett Hill Farm

Alexander Bascom Cell - (502) 709-2237

Date of Completion 2012 to Present

Contact

### F.3 QUALIFICATIONS AND STAFFING SUBMITTAL FORM

CONTRACTOR NAME: Brownfields Development, LLC

Attach a list of all key staff members detailing their years of experience in the landscape/turf industry. Include any college degrees in turf management, horticulture or related field.

List the average number of seasonal/part-time employees that your company hires on an annual basis.

Designate the name and contact information for the main contract contact AND the day-to-day manager. They can be the same person.

ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE

# **Key Personnel**

We understand the importance of keeping any project on schedule and as such, we have evaluated our staff's current availability. The most experienced staff is only effective if it is available. We know that successful project delivery is the key ingredient to maintaining our solid reputation and we don't sacrifice our ability to provide high quality services by taking on too much work. Quality is the priority and we carefully control our volume of work to maintain that priority and meet the schedule commitments of the projects we undertake. Our Team utilizes a detailed forecasting system to manage the staffing of our projects and we have utilized this system to evaluate the availability of key staff for this project. During execution of project work, weekly staff meetings are held in which work is scheduled in advance on a master schedule. This ensures that appropriate staff are available to meet client needs and project schedules.

Our Team's past performance record demonstrates that we can successfully complete multiple task orders simultaneously. On a routine basis with our current and our previous contracts, it is not unusual for us to manage multiple simultaneous task orders with similar performance schedules. We achieved this high level of performance with dedicated project managers and project teams committed to each task order allowing us to handle all task orders efficiently and effectively.

The management approach presented in this section is structured to consistently provide quality service that will achieve three major objectives:

- Complete assigned work tasks in a workman-like manner.
- Meet all interim project milestones and the overall schedule.
- Finish the project tasks on or under budget.

The first step in successful project management is the right organization, and the central figure in any project organization is the Project Manager. For this project we are fortunate to offer one of our most experienced managers, Richard Bascom, to fill this role. Richard is very experienced in working with various city, state and Federal agencies. Richard will also be the designated Field Superintendent for tasks assigned under this contract.

**Richard Bascom – Project Manager/Field Superintendent.** Richard possesses over 30 years of experience managing and implementing large-scale construction and maintenance projects. Richard is available 7 days a week and will serve as the single point-of-contact (POC), as well as the "day-to-day" manager, for this contract. His contact information is listed below.

Point-of-Contact Information				
Name	Richard Bascom			
Office Phone	606-247-4161			
Cell Phone	502-974-2240			
Email	rbascom@brownfieldsenv.com			

In addition to the Field Superintendent, we anticipate using multiple laborers and equipment operators to complete the work tasks associated with the various mowing packages. A summary of our proposed Field Superintendent and Supervisors is provided below. We have access to a full-service staff of laborers, operators and support personnel. Additional resources will be provided from other locations as needed.

Brownfields typically employs up to ten seasonal or part time employees during the mowing season. The seasonal or part time employees are trained in the proper and safe use of power equipment including zero turn mowers, tractors with bush hog attachments, string trimmers, chain saws, edgers, etc. In addition, all workers are trained in the proper use and implementation of traffic control safety measures.

#### Richard Bascom

Assignment

Project Manager/Field Superintendent

Education

B.S., Geology, Eastern Kentucky University

Professional Geologist, Kentucky

Training

OSHA 40 Hour HAZWOPER

Construction Supervisor

First Aid / CPR

Experience

30 years

Relevant Expertise

- Large-Scale Mowing Contracts
- Tree Removal & Site Preparation
- Facility Maintenance

### Forrest Stevens

Assignment

Supervisor

Training

Construction Supervisor

**OSHA** 

Experience

10 years

Relevant Expertise

- Commercial/Industrial Mowing
- Excavation
- General Construction
- Site Preparation
- Facility Maintenance
- Tree Removal

#### **Dustin Smith**

Assignment

Supervisor

Training

Construction Supervisor

OSHA

Experience

15 years

Relevant Expertise

- Commercial/Industrial Mowing
- General Construction
- Excavation
- Site Preparation
- Tree Removal
- Facility Maintenance

## F.4 EQUIPMENT SUBMITTAL FORM

CONTRACTOR NAME: Brown Field's Development, UC

List of each piece of requested equipment to be used with this contract.

- a. List each piece of mowing equipment. Provide the manufacturer, make, and model for each mower, including the deck size and unit acres per hour capacity.
- b. Provide the number of string trimmers, including make and model.
- c. List all traffic control signs and other equipment required to meet KYDOT and MUTCD standards.

ATTACH THIS SHEET TO THE FRONT OF YOUR LIST

YOUR LISTS CAN BE HANDWRITTEN OR TYPED BUT MUST BE LEGIBLE

Table 1. List of Equipment

Item	Make	Model	Capacity (Est. Acres/Hour)
Blower	Stihl	BR450	NA
Blower	Stihl	BR450	NA NA
Blower	Stihl	BR600	NA
Blower	Stihl	BG56C	NA
Chainsaw	Stihl	MS271	NA NA
Chainsaw	Stihl	MS271	NA
Chainsaw	Homelite	Ranger	NA NA
Edger	Stihl	FC96	NA NA
•	Stihl	FC56	NA NA
Edger Mower	Bush Hog	RDTH 72 Finish	3.5
Mower	Woods		5.5 6
Mower	Kubota	9144 Finish Flex Batwing ZG327-60	
			3.5
Mower	Kubota	2726X-60	3.5
Mower	Kubota	2726X-60	3.5
Mower	Hustler	Super Z Hyperdrive 72	5
Mower	Hustler	Super Z-60	4
Mower	Hustler	Super Z-60	4
Mower	Kut Kwick	SM35DY High Slope	3
Mower	John Deer	HX15	7
Mower	Woods	3240 Batwing 20'	8
Mower	Woods	3240 Batwing 20'	8
Mower	TORO	Groundmaster 13'6"	6
Mower	Husqvarna	LC221AH	1.5
Pickup Truck	Ford	F-150	NA
Pickup Truck	Ford	F-350	NA
Tractor	Kubota	Mx5400	NA
Tractor	Kubota	Bx23	NA
Tractor	John Deer	6140R	NA
Tractor	John Deer	6420	NA
Tractor	Ford	2600	NA
Trailer - Equipment	Gatormade	18'	NA
Trailer - Equipment	Gatormade	18'	NA
Trailer - Equipment	Gatormade	21'	NA
Trailer – Tandem Dump	Gatormade	14'	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS70R	NA
Trimmer	Stihl	FS111	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	FS94R	NA
Trimmer	Stihl	KM111R	NA
Signage	Begin Mowing	NCHRP-350 approved	NA
Signage	End Mowing	NCHRP-350 approved	NA
Signage	Flagger Ahead	NCHRP-350 approved	NA
Signage	Spring Sign Stands	NCHRP-350 approved	NA